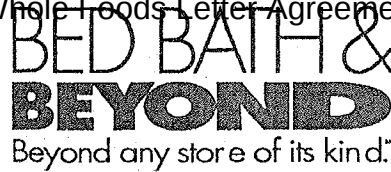


EXHIBIT D

WHOLE FOODS LETTER AGREEMENT



Corporate Office 650 Liberty Avenue, Union, NJ 07083

December 6, 2011

Whole Foods Market Group, Inc.
Attention: Regional President
640 N. La Salle Street, Suite 300
Chicago, Illinois 60654

Whole Foods Market, Inc.
Attn: General Counsel
550 Bowie Street
Austin, Texas 7873

Re: Water Tower Place Shopping Center, West Des Moines, Iowa
("Shopping Center")

Ladies/Gentlemen:

Buy Buy Baby, Inc., a Delaware corporation ("**BBB**"), is negotiating or has executed a lease (the "**BBB Lease**") for retail premises (the "**BBB Premises**") in the Shopping Center. Whole Foods Market Group, Inc., a Delaware Corporation ("**Whole Foods**"), has executed a lease (the "**Whole Foods Lease**") for retail premises (the "**Whole Foods Premises**") in the Shopping Center. Our signatures below shall constitute our agreement to all of the following terms and conditions.

1. Notwithstanding any provisions of the Whole Foods Lease to the contrary, BBB, and its assignees and sublessees of all or any portion of the BBB Premises, shall be subject to the Whole Foods exclusive use restrictions (the "**Whole Foods Exclusive**") set forth in the Whole Foods Lease (a copy of which is annexed hereto as Exhibit A), except that, notwithstanding the restrictions set forth in Section 7.1(b)(iii) and Section 7.1(c)(iv) of the Whole Foods Lease, there will be no restriction on BBB and/or its "Affiliates" (hereinafter defined) selling the items described in Section 7.1(b)(iii) provided (a) the offering of such products for sale is consistent with the majority of BBB's and/or its Affiliates' other stores, and (b) in no event may more than 200 s/f of floor area (exclusive of aisles) of the BBB Premises be dedicated to the sale of all natural and/or organic consumable products.

2. "**Affiliates**" for purposes of this letter agreement shall mean and include: (a) a parent, subsidiary or an entity or association which controls or is controlled by or is under common control with Tenant; (b) an entity or association which purchases all or substantially all of the assets or ownership interests of BBB; or (c) an entity or association that purchases the majority of BBB's retail stores in the State in which the Shopping Center is located. As used herein, "**control**" shall mean the possession, direct or indirect, of the power to direct or cause the direction of the

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management and policies of a person or entity, whether through the ownership of voting securities or rights, by contract, or otherwise.

Please sign and return the enclosed copy of this agreement to the undersigned, to indicate your agreement to all of the foregoing provisions. Thank you.

Very truly yours,

BUY BUY BABY, INC.,
a Delaware corporation

By: Alan Freeman
Alan Freeman
Assistant Secretary and
Authorized Signatory *AL*

ACKNOWLEDGED AND AGREED:

WHOLE FOODS MARKET GROUP, INC., a Delaware Corporation

By: Michael Bashaw
Michael Bashaw, President – Midwest Region

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Exhibit A

Whole Foods Exclusive

(b) Restrictive Covenant. Except as prohibited by applicable Laws, Landlord shall not permit in any other portion of the Development,

(i) Any restaurant (including, without limitation any natural foods restaurant such as O'Naturals), salad bar, delicatessen, any other business that sells any prepared foods (including, without limitation, pizza, salad, sandwiches or soups) for on or off premises consumption, bar or cocktail lounge, coffee store and/or coffee bar, or juice and/or smoothie bar.

(ii) Any salon (or other business) that provides hair treatments (haircuts, hair coloring, permanents, etc.), manicures, facials, massages or similar services.

(iii) The sale of produce, meat, poultry, seafood, dairy, cheese, cereals, grains, fruits and vegetables, frozen foods, grocery products, bulk foods, gourmet foods, bakery goods, alcoholic beverages (including beer and wine), body care products, cosmetics, health care items, beauty aids, plants, flowers, vitamins, medicinal herbs, naturopathic or homeopathic remedies, nutritional supplements, coffee beans, smoothies and/or fresh fruit drinks, ice cream, frozen yogurt and/or gelato.

(iv) Any use that would impair Tenant's ability to obtain and/or maintain a license to sell alcoholic beverages (including wine and beer) for on- or off-premises consumption from the Demised Premises.

(v) Any children's recreational facility or day-care facility.

(c) Exceptions to Restrictive Covenant - General. Notwithstanding the foregoing, the provisions of Section 7.1(b) shall not:

(i) Prohibit Landlord from leasing premises in the Development located outside of the Critical Zone to restaurants that are not natural foods restaurants (such as O'Naturals).

(ii) Prohibit Landlord from leasing premises in the Development that are located more than two hundred (200) feet from the Demised Premises to salons (or other businesses) that provide hair treatments (haircuts, hair coloring, permanents, etc.), manicures, facials, massages or similar services.

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(iii) Prohibit Landlord from leasing premises in the Development that are located more than three hundred (300) feet from the Demised Premises to a children's recreational facility or day-care facility.

(iv) Prohibit "incidental sales" of any of the prohibited items described in Section 7.1(b)(iii) by any tenant or occupant in the Development. For purposes of the foregoing, a tenant or occupant shall be deemed to be conducting "incidental sales" of such prohibited items only if the aggregate floor area in such tenant's or occupant's premises devoted to the display of such items (other than those items the sale of which is completely prohibited as provided below) does not exceed the lesser of (1) three percent (3%) of the Rentable Area of such tenant's or occupant's premises, or (2) 200 square feet. Notwithstanding the foregoing, however, the sale of the following (even if such sales be considered only "incidental sales") by any tenant or occupant in the Development is expressly prohibited (1) wine and/or beer for off premises consumption, (2) meat, poultry and/or seafood for off premises consumption, (3) cheese, (4) vitamins, (5) naturopathic and/or homeopathic remedies, and (6) nutritional supplements.